(1830), 1 N. J. Eq. 10; *Conner* v. *Drake* (1853), 1 Ohio St. 166. Nor will equity specifically enforce a contract of sale, when the price is to be determined by valuers chosen in a specified manner, since to do so would impose an obligation upon the parties differing from the original contract. *Milnes* v. *Gery* (1807), 14 Ves. Jr. 400; *Noyes* v. *Marsh* (1877), 123 Mass. 286. In the principal case, however, the purchase price of the property was not wholly dependent upon the value set by the appraisers; it was to be based on the "productive worth of the works." The courts in general recognize that when the value to be set by the appraisers is not of the essence of the contract, and the contract is definite and equitable in other respects, the court may determine the "fair value," and enforce the contract. *VanDoren* v. *Robinson* (1863), 16 N. J. Eq. 256; *Arnot* v. *Alexander* (1869), 44 Mo. 25; *Dunnell* v. *Keteltas* (1863), 16 Abb. Prac. 205; *Dinham* v. *Bradford* (1870), L. R. 5 Ch. 518; *Hopkins* v. *Gilman* (1868), 22 Wis. 454. The opinion of the principal case states (p. 12) very clearly the essentials of this exception to the general rule and the facts of the case very obviously fall within this exception.

WILLS—CONTRACT TO MAKE—CONSIDERATION—DEFINITENESS.—Plaintiff's parents gave her the Christian name of the deceased wife of plaintiff's great uncle, in consideration of his promise to devise something to plaintiff. In two wills the said uncle provided the plaintiff with five hundred dollars ($500). He died leaving a will in which plaintiff was not provided for. *Held,* contract was invalid. Judgment reversed. *Freeman* v. *Morris et al.* (1906), — Wis. —, 109 N. W. Rep. 983.

This case comes within the class of cases of contracts to make wills discussed in the last issue of THE LAW REVIEW and is cumulative in that respect. The general rule is that where the will and contract are in conflict the will must fail, providing the contract contains all the necessary contractual elements. That the privilege of naming a person is a contractual consideration is now well settled in the following decisions: *Babcock* v. *Francis Administrator,* 50 Vt. 627, 28 Am. Rep. 517; *Wolford* v. *Powers,* 85 Ind. 294; *Eaton* v. *Libby,* 165 Mass. 218; *Dailey* v. *Minnick,* 117 Ia. 563. In the case at hand, the court held that there was no definite amount of compensation in the contract itself. Thus the something to be given was too uncertain and indefinite to be grounds of an action.

WILLS—PROBATE—PRESUMED DEATH OF TESTATOR.—Testator disappeared eight years ago and has not been heard from since a few days after his disappearance. Continued and exhaustive searches have not revealed his whereabouts. His wife now petitions for the admission to probate of the last will and testament of her husband, the testator. *Held,* the will should be allowed probate. *In re Sternkoff* (1906), — N. J. —, 65 Atl. Rep. 177.

Although New Jersey had enacted a statute more than a century ago entitled "An act declaring when the death of persons absenting themselves shall be presumed," still the question of probate in such cases comes before